BENGALURU SMART INFRASTRUCTURE LIMITED

Tender No: BSMILE/2025-26/TU/WORK_INDENT3

Name of work: Design and Construction of 3-Lane Underground Twin Tunnel Road from Hebbal Esteem Mall junction (Km.0+000) to Silk Board KSRP Junction (Km.16+745) along with 3-lane/2-lane entry & exit ramps including operation and maintenance in Bengaluru City (North South Corridor) - on MODIFIED BOOT MODE.

Package-2: Seshadri Road (Km 8.748) to Silk Board (Km 16.745).

Amendment (Corrigendum-2)

Sl. No	Clause No.	Existing Provision	Modified Provision
1	1.2.1 of RFP	The Authority has adopted a single stage two envelope process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the Bid shall be invited under two envelopes. Prior to or along with the Bid, the Bidder shall pay to the Authority a sum of Rs. xxxx2 (Rupees **** Only) as the cost of the Bidding Process. Eligibility and qualification of the Bidder (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Consortium) will be first examined based on the details submitted under first envelop ("Technical Bid") with respect to eligibility and qualifications criteria prescribed in this RFP. The Financial bid under the second envelop ("Financial Bid") shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP. GOI has issued guidelines (see Annexure VI of Appendix-IA of RFP) for qualifications of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-IA.	The Authority has adopted a single stage two envelope process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. Under this process, the Bid shall be invited under two envelopes. Eligibility and qualification of the Bidder (The "Bidder", which expression shall, unless repugnant to the context, include the members of the Consortium) will be first examined based on the details submitted under first envelop ("Technical Bid") with respect to eligibility and qualifications criteria prescribed in this RFP. The Financial bid under the second envelop ("Financial Bid") shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP. GOI has issued guidelines (see Annexure VI of Appendix-IA of RFP) for qualifications of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-IA.
2	1.2.4 of RFP	A Bidder is required to deposit, along with its Bid, a bid security Rs. 44.64 Cr. Only (Rupees Forty-Four Crore and Sixty-Four Lacs Only) (the "Bid Security"), refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a	A Bidder is required to deposit, along with its Bid, a bid security Rs. 44.64 Cr. Only (Rupees Forty-Four Crore and Sixty-Four Lacs Only) (Rs. 1 Lakh. Through e-payment, via. KPP portal and remaining Rs. 44.63 Cr. As per RFP) (the "Bid Security"), in physical form [Insurance Surety Bonds as per the format at Appendix-VIII, Account Payee Demand Draft,

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		Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of the demand draft, the same shall be encashed by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.	Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e – Bank Guarantee)- originals], refundable not later than 90 (ninety) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided Performance Security under the Concession Agreement. The Bidder has the option to provide the Bid Security either as Insurance Surety Bonds as per the format at Appendix-VIII, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e – Bank Guarantee) acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 120 (one hundred twenty) days from the Bid Due Date and a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 60 (sixty) days from the Bid Due Date. Upon submission of the demand draft, the same shall be encashed by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
3	2.1.7 of RFP	The Bidder shall deposit a Bid Security of Rs. 44.64 Cr. Only (Rupees Forty-Four Crore and Sixty-Four Lacs Only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix–II. The Bidders shall also submit copy of Demand Draft of Rs. xxxx Crore. (Rupees **** Only) towards cost of Bidding Documents.	The Bidder shall deposit a Bid Security of Rs. 44.64 Cr. Only (Rupees Forty-Four Crore and Sixty-Four Lacs Only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as Insurance Surety Bonds as per the format at Appendix-VIII, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e – Bank Guarantee) acceptable to the Authority, as per format at Appendix–II.
4	2.1.8 of RFP	The validity period of the Bank Guarantee or Demand Draft, as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 90 (ninety) days from the Bid Due Date except in the case of the Selected Bidder, whose Bid Security shall be retained till the Selected Bidder has provided the Performance Security under the Concession Agreement.	The validity period of the Insurance Surety Bonds, Account Payee Demand Draft, Banker's Cheque Fixed Deposit Receipt, or Bank Guarantee (including e - Bank Guarantee), as the case may be, shall not be less than 120 (one hundred and twenty) days from the Bid Due Date with a claim period of 60 (Sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 90 (ninety) days from the Bid Due Date except in the case of the Selected Bidder, whose Bid Security shall be retained till the Selected Bidder has provided Performance Security under the Concession Agreement.

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5	2.2.2(AA) of RFP	**2.2.2(AA) For normal Highway projects (including Major Bridges/ ROB/ Flyovers/ Tunnels):** Provided that at least one similar work must have been executed or in progress, where the capex incurred is more than 20% of Estimated Project Cost Rs. 1754 Cr. (Rupees One Thousand Seven Hundred Fifty-Four Crore Only.) from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 4.1. For this purpose, a project shall be considered to be completed, more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the estimated project cost. Eligible projects shall include the following: **(a) Widening/ reconstruction/ up-gradation works on NH/SH/Expressway or on any category of road taken up under CRF, ISC/EL, SARDP, LWE** **(b) Widening/ reconstruction/up-gradation works on MDRs with loan assistance from multilateral agencies or on BOT basis.** **(c) Widening/ reconstruction/up-gradation works on roads in Municipal corporation limits, construction of Bypasses** **(d) Construction of stand-alone bridges, ROBs, tunnels.** **(e) Construction/ reconstruction of linear projects like airport runways, railways (construction/re-construction of railway tracks, yards for keeping containers etc.) metro rail and ports (Including construction/re-construction of Jetties)** If any Major Bridge/ ROB/Flyover/ Tunnel is (are) part of the project, then the sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall necessarily demonstrate additional experience in construction of Major Bridge/ ROBs/flyovers/ Tunnel in the last 10 (Ten) financial years preceding the Bid Due Date Le, shall have completed at least one similar Major Bridge/ ROB Flyover having span equal to or greater than (a) In case, the longest span of Bridge/ ROB/ Flyover is less than or equal to 60m, no additional qualification is required. (b) When the longest span is more than 60m: 50% of the longest span or 100m,	**2.2.2(AA) For normal Highway projects (including Major Bridges/ ROB/ Flyovers/ Tunnels):** Provided that at least one similar work must have been executed or in progress, where the capex incurred is more than 20% of Estimated Project Cost Rs. 1785.00 Cr. (Rupees One Thousand Seven Hundred Eighty Five Crore Only.) from the Eligible Projects in Category 1 and/or Category 3 specified in Clause 4.1. For this purpose, a project shall be considered to be completed, more than 90% of the value of work has been completed and such completed value of work is equal to or more than 20% of the estimated project cost. Eligible projects shall include the following: **(a) Widening/ reconstruction/ up-gradation works on NH/SH/Expressway or on any category of road taken up under CRF, ISC/EL, SARDP, LWE** **(b) Widening/ reconstruction/up-gradation works on MDRs with loan assistance from multilateral agencies or on BOT basis.** **(c) Widening/ reconstruction/up-gradation works on roads in Municipal corporation limits, construction of Bypasses** **(d) Construction of stand-alone bridges, ROBs, tunnels.** **(e) Construction/ reconstruction of linear projects like airport runways, railways (construction/re-construction of railway tracks, yards for keeping containers etc.) metro rail and ports (Including construction/re-construction of Jetties)** **[Later part of this clause is Deleted]**

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		whichever is less, of the structure proposed in this project. **and in case of tunnel**, if any, shall have completed construction of at least one tunnel consisting of single or twin tubes (including tunnel(s) for Road/Railway/ Metro Rail/irrigation /Hydro-electric projects etc.) having at least (a) In case Tunnel is a part of project having length less than or equal to 200 m, then no additional qualification is required (b) When length of tunnel more than 200 m: 50% of the cross-sectional area of proposed tunnel or two-lane highway tunnel cross sectional area, whichever is less and 20% length of the tunnel to be constructed in this project or 2 km, whichever is less.	
6	2.2.2 (AAA), of RFP	2.2.2(AAA) For Stand- alone specialized projects: (a) Major Bridge/ ROB/ Flyover projects: [Deleted] (b)Tunnel Project: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed at least one tunnel project in the last 10 (Ten) financial years preceding the Bid Due Date, consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro Rail/ Irrigation/ hydro-Electric Projects etc.) [for roads/highways project: having at least 50% of the cross-sectional area of the tunnel to be constructed or cross sectional area of 2 lane highway tunnel, whichever is less, and 20% length of the tunnel to be constructed in this project or 2 km, whichever is less] [for metro/rail/other projects: having at least 50% of the cross-sectional area of the tunnel to be constructed or cross-sectional Dia more than 5.5m, whichever is less, and 20% length of the tunnel to be constructed in this project or 10 km, whichever is less] using TBM machine(s) (In case of tunneling experience using NATM method, the length requirements for qualification as per 2.2.2 (AAA)(b) above shall be doubled.) and the cost of such project shall be at least 20% of the Estimated Project Cost or Rs. 1000 Cr. whichever is less. For this purpose, a project shall be considered to be completed if more than 90% of the value of work has been completed and such a completed value of work is equal to or more than 20% of the Estimated Project	2.2.2(AAA) For Stand- alone specialized projects: (a) Major Bridge/ ROB/ Flyover projects: [Deleted] (b)Tunnel Project: The sole Bidder or in case the Bidder being a Joint Venture, any member of Joint Venture shall have completed at least one tunnel project in the last 10 (Ten) financial years preceding the Bid Due Date, consisting of single or twin tubes (including tunnel(s) for roads/Railway/Metro Rail/ Irrigation/ hydro-Electric Projects etc.) [for roads/highways project: having at least 50% of the cross-sectional area of the tunnel to be constructed or cross-sectional area of 2 lane highway tunnel, whichever is less, and 20% length of the tunnel to be constructed in this project or 2 km, whichever is less] [for metro/rail/other projects: having at least 50% of the cross-sectional area of the tunnel to be constructed or cross-sectional Dia more than 5.5m, whichever is less, and 20% length of the tunnel to be constructed in this project or 10 km, whichever is less] using TBM machine(s) (In case of tunneling experience using NATM method, the length requirements for qualification as per 2.2.2 (AAA)(b) above shall be doubled.) and the cost of such project shall be at least 20% of the Estimated Project Cost or Rs. 1000 Cr. whichever is less. For this purpose, a project shall be considered to be completed if more than 90% of the value of work has been completed and such a completed value of work is equal to or more than 20% of the Estimated Project Cost or Rs. 1000 Cr whichever is less.

<table>
<tr><th>Sl. No</th><th>Clause No.</th><th>Existing Provision</th><th>Modified Provision</th></tr>
<tr><td></td><td></td><td>Cost or Rs. 1000 Cr whichever is less.</td><td>The updation factor to update the price of the eligible projects for the year indicated in table below:
<table><tr><th>Year</th><th>Year 1</th><th>Year 2</th><th>Year 3</th><th>Year 4</th><th>Year 5</th></tr><tr><td>Updation factor</td><td>1.00</td><td>1.05</td><td>1.10</td><td>1.15</td><td>1.20</td></tr><tr><td>Year</td><td>Year 6</td><td>Year 7</td><td>Year 8</td><td>Year 9</td><td>Year 10</td></tr><tr><td>Updation factor</td><td>1.25</td><td>1.30</td><td>1.35</td><td>1.40</td><td>1.45</td></tr></table></td></tr>
<tr><td>7</td><td>2.11.1 (i) of RFP</td><td>Bid Security of Rs. 44.64 Cr. Only (Rupees Forty-Four Crore and Sixty-Four Lacs Only) in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank.</td><td>Bid Security of Rs. 44.64 Cr. Only (Rupees Forty-Four Crore and Sixty-Four Lacs Only) (Rs.1.00 lakh through KPP Portal & remaining Rs. 44.63 Cr. (Rupees Forty-Four Crore and Sixty-Three Lakhs Only) in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix – VIII), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e – Bank Guarantee) in the format at Appendix-II from a Scheduled Bank'</td></tr>
<tr><td>8</td><td>2.11.1 (j) of RFP</td><td>Copy of demand draft of Rs xxxx (Rupees **** only) in favor of "B-SMILE" payable at "Bengaluru" towards cost of Bidding Documents;</td><td>Deleted</td></tr>
<tr><td>9</td><td>2.11.2 (e) of RFP</td><td>Bid Security of Rs. 44.64 Cr. Only (Rupees Forty-Four Crore and Sixty-Four Lacs Only) in the form of the original Demand Draft or original Bank Guarantee in the format at Appendix-II from a Scheduled Bank;</td><td>Bid Security of Rs. 44.64 Cr. Only (Rupees Forty-Four Crore and Sixty-Four Lacs Only) (Rs.1.00 lakh through KPP Portal & remaining Rs. 44.63 Cr. (Rupees Forty-Four Crore and Sixty-Three Lakhs Only) in the form of Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix – VIII), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e – Bank Guarantee) in the format at Appendix-II from a Scheduled Bank.</td></tr>
<tr><td>10</td><td>2.11.2 (f) of RFP</td><td>Proof of online payment/original demand draft of Rs xxxx (Rupees ****** only) in favor of "BSMILE" payable at "Bengaluru" towards Cost of Bidding Documents;</td><td>Deleted</td></tr>
<tr><td>11</td><td>2.14.1.2 of RFP</td><td>To participate in the bidding, it is mandatory for the Bidders to get registered their firm / Consortium withe-procurement portal of the Authority https://eproc.karnataka.gov.in/eprocportal/pages/index.jspto have user ID & password for which the requisite fee may be paid to the service provider, i.e., ****◆◆..... The following may kindly be noted:
a) Registration with an e-procurement portal of the Authority should be valid at least up to the date of submission of Bid.</td><td>To participate in the bidding, it is mandatory for the Bidders to get registered their firm / Consortium withe-procurement portal of the Authority https://eproc.karnataka.gov.in/eprocportal/pages/index.jspto have user ID & password for which the tender processing fee Rs.7500 (Rupees Seven thousand Five Hundred) may be paid to the service provider, i.e., e-procurement site. (KPP Portal). The following may kindly be noted:
a) Registration with an e-procurement portal of</td></tr>
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		b) Bids can be submitted only during the validity of registration.	the Authority should be valid at least up to the date of submission of Bid. b) Bids can be submitted only during the validity of registration.
12	2.20.1 of RFP	2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee issued by a nationalized bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crores (Rs. one thousand crore), in favour of the Authority in the format at Appendix–II (the "Bank Guarantee") and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee is issued by a foreign bank outside India, confirmation of the same by any nationalized bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.	2.20.1 The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of **Insurance Surety Bond (issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India in the format at Appendix – VIII), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee (including e – Bank Guarantee) issued by nationalised bank, or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crore (Rs. one thousand crore), in favour of the Authority in the format at Appendix-II (the "Bank Guarantee")** and having a validity period of not less than 120 (one hundred twenty) days from the Bid Due Date and a claim period of 60 (sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. In case the Bank Guarantee (including e-Bank Guarantee) is issued by a foreign bank outside India, confirmation of the same by any nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.
13	23, APPENDIX – IA of RFP	Bid Security in the form of a Demand Draft/ Bank Guarantee (strike out whichever is not applicable) is attached.	The Bid Security in the form of Insurance Surety Bond / Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque / /Bank Guarantee (including e- Bank Guarantee) (strikeout whichever is not applicable) is attached.
14	Appendix-VII of RFP	(Did Not Exist)	Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)- **[Added]** **(Annexed as Annexure-II)**
15	Appendix-VIII of RFP	(Did Not Exist)	Surety Bond for Bid Security (Refer Clauses 2.1.7 and 2.20.1)- **[Added]** **(Annexed as Annexure-III)**
16	Annexure-II of Schedule A Vol.-3A	It is mentioned in table that, *The influence zone shall be 2.5 D from the center of each tube.	*The influence zone shall be 2.5 D (D means external dia of proposed Tunnel) from either side of each tube.
17	Appendix A-II Schedule A Vol.-3A	Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-2 (Design Chainage Km 8+748 to Km 16+745)	**Annexure-I Package 2,** Coordinate System - Universal Transverse Mercator (UTM)-WGS84 (Zone 43N) Package-2 (Design Chainage Km 8+748 to Km 16+745) is enclosed. **(Annexure I)**
18	8 of Annex. 1 Schedule B Vol.-3A	**Intermodal Hubs at Shaft Location** All the shaft locations shall be developed as a 5 level intermodal Hubs. However, the foundation design of intermodal hubs	**Intermodal Hubs at Shaft Location** All the shaft locations shall be developed by the concessionaire as a 5 Basement level intermodal hubs with the foundation design &

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		building shall be done for 5B + G +15 story industrial/commercial building. All the shaft location will be used for the launching & retrieval of Tunnel Boring Machine, transportation of tunnel construction material and taking out muck/excavated material during the construction phase. After the construction, this location shall be developed as intermodal Hubs. An indicative plan & section is attached in Appendix-I of Schedule-B. The intermodal Hubs will house services such as SCADA, Control Centers, Tunnel ventilations, Lifts, Elevators, boarding & Deboarding of passengers and other control systems of tunnel operation and maintenance as well as charging points of electric buses as mentioned in Schedule C & Schedule D.	layout of column of buildings of intermodal hubs done for further G + Upto 5 FAR (Floor Area ratio) storied building designed to industrial/commercial loading, services considering the requirement of services and other statuary compliances & functionality of buildings in consultation with Independent Engineer and with the approval of Authority. All the shaft location will be used for the launching & retrieval of Tunnel Boring Machine, transportation of tunnel construction material and taking out muck/excavated material during the construction phase. After the construction, this location shall be developed as intermodal Hubs. An indicative plan & section is attached in Appendix-I of Schedule-B. The intermodal Hubs will house services such as SCADA, Control Centers, Tunnel ventilation system including ventilation shafts, Lifts, Elevators, boarding & Deboarding of passengers and other control systems of tunnel operation and maintenance as well as charging points of electric buses as mentioned in Schedule C & Schedule D. Concessionaire may utilize spaces in the intermodal hubs (ensuring layouts in line with DPR) to create parking spaces and retail spaces for additional revenues. The parking fees and minimum area to be devoted to parking shall be as per the guidelines defined by the Town Planning Department of the Authority. With respect to the retail spaces, a maximum FAR of 5 is permitted for development for the Intermodal Hubs above the surface (being Transit Oriented Development), which might change based on the existing rules and laws of the State Government.
19	15 of Schedule B, Vol 3A	**15. Dumping Sites** Undertake extraction, transport & disposal of muck, soil, earth. No land shall be provided by the Authority for the same. In case government land is available, the same may be made available to the Concessionaire on a lease basis as per guidance value. Additionally, if there are lands identified where muck is required by the Authority for levelling purpose, the Concessionaire must dispose the muck at these sites (including levelling) free of cost within the radius of 45 km, from the point of extraction. The Concessionaire will have to present a Muck Disposal Plan according to the applicable rules and regulations of Government of Karnataka and Government of India. However, the material obtained from tunnel excavation, if suitable, may be used by the Concessionaire for refilling and restoration	**15. Dumping Sites** Undertake extraction, transport & disposal of muck, soil, earth. No land shall be provided by the Authority for the muck disposal. In case government land is available, the same may be made available to the Concessionaire on a lease basis as per guidance value. Additionally, if there are lands identified where muck is required by the Authority for levelling purpose, the Concessionaire must dispose the muck at these sites (including levelling) free of cost within the radius of **30 km**, from the point of extraction. The Concessionaire will have to present a Muck Disposal Plan according to the applicable rules and regulations of Government of Karnataka and Government of India. However, the material obtained from tunnel excavation, if suitable, may be used by the Concessionaire for refilling and restoration purposes within the Project Tunnel. The

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		purposes within the Project Tunnel. The excavated material must not be used by the Concessionaire for commercial purposes.	excavated material must not be used by the Concessionaire for commercial purposes.
20	3.8.3 (8) of Schedule D Vol.3A	The cutter-head shall be articulated such that the cutter-head can be retracted from the excavated face and can be turned in any plane so that it is at an angle to the main body. The TBM must be capable of negotiating 300 metre radius horizontal curves.	The cutter-head shall be articulated such that the cutter-head can be retracted from the excavated face and can be turned in any plane so that it is at an angle to the main body.
21	3.8.4 (d) of Schedule D Vol.3A	The Concessionaire shall demonstrate that the TBM manufacturer has manufactured at least three TBMs of similar type, size, and complexity, used in successfully completed similar size projects.	Concessionaire shall ensure appropriate selection of the TBM machine by availing guidance/technical expertise.
22	7.2.1 (1 a) of Schedule D Vol.3A	33 KV GIS substations shall be constructed at the tunnel portal by client. 33 KV cables will terminate at 33 / 11 KV grid substation. The 33kV switchgears assembly having CTs, PTs, Isolators, and circuit breakers shall be kept indoors.	33 KV GIS substations shall be constructed at the tunnel portal by the concessionaire. 33 KV cables will terminate at 33 / 11 KV grid substation. The 33kV switchgears assembly having CTs, PTs, Isolators, and circuit breakers shall be kept indoors.
23	2.2, Schedule G Vol.3B	Prior to the occurrence of Project Milestone-I, the Concessionaire shall have expended not less than 15% (**twenty** per cent) of the total capital cost set forth in the Financial Package.	Prior to the occurrence of Project Milestone-I, the Concessionaire shall have expended not less than 15% (**fifteen** per cent) of the total capital cost set forth in the Financial Package.
24	3.1.2 (h) of Concession Agreement	Construct, maintain, operate and collect appropriate Fee from users for the Ancillary revenue streams. Developers are expected to monetize spaces within Intermodal Hubs and tunnels as follows: From the tunnel: • Tolls from buses: The Concessionaire may collect tolls from buses in addition to tolls from passenger vehicles, in accordance with the toll rates as per Article 27. • Advertisement and branding rights: The Concessionaire may auction naming rights for entry/exit ramps and intermodal hubs, as well as monetize advertisement spaces in toll Plazas and Intermodal Hubs for additional revenue, in line with existing and future advertising policies of the BBMP/Authority. From the Intermodal Hubs: **Parking and retail spaces in the intermodal hubs:** Concessionaire may utilize spaces in the intermodal hubs (ensuring layouts in line with DPR) to create parking spaces and retail spaces for additional revenues. The parking fees and minimum area to be devoted to parking shall be as per the guidelines defined by the Authority. With respect to the retail spaces, a maximum FSI of 5 is permitted for development for the Intermodal Hubs above the surface (being Transit Oriented	Construct, maintain, operate and collect appropriate Fee from users for the Ancillary revenue streams. Developers are expected to monetize spaces within Intermodal Hubs and tunnels as follows: **From the tunnel:** • Tolls from buses: The Concessionaire may collect tolls from buses in addition to tolls from passenger vehicles, in accordance with the toll rates as per Article 27. • Advertisement and branding rights: The Concessionaire may auction naming rights for entry/exit ramps and intermodal hubs, as well as monetize advertisement spaces in toll Plazas and Intermodal Hubs for additional revenue, in line with existing and future advertising policies of the BBMP/Authority. From the Intermodal Hubs: **Parking and retail spaces in the intermodal hubs:** Concessionaire may utilize spaces in the intermodal hubs to create parking spaces and retail spaces for additional revenues. The parking fees and minimum area to be devoted to parking shall be as per the guidelines defined by the Authority. The intermodal Hubs shall be constructed as per Clause 8 of Annex. 1 Schedule B ,Vol. 3A. With respect to the retail spaces, a maximum FAR of 5 is permitted for development for the Intermodal Hubs above the surface (being Transit Oriented Development), which might

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		Development), which might change basis the existing rules and laws of the State Government. The land for these hubs shall be provided to the Concessionaire by the Government. The Intermodal Hubs shall be developed in accordance with Clause 12.8. The risk for ancillary revenues as well as any additional costs related to the same shall be borne solely by the Concessionaire. While these ancillary revenues will not be included in the calculations for review of the Concession Period, the Concessionaire must make all records of ancillary revenue available for audits as and when directed by the Authority.	change basis the existing rules and laws of the State Government. The land for these hubs shall be provided to the Concessionaire by the Government. The Intermodal Hubs shall be developed in accordance with Clause 12.8. The risk for ancillary revenues as well as any additional costs related to the same shall be borne solely by the Concessionaire. While these ancillary revenues will not be included in the calculations for review of the Concession Period, the Concessionaire must make all records of ancillary revenue available for audits as and when directed by the Authority. However, any and all proceeds from the sale of carbon credits pertaining to this Project, or any future monetary benefits from the carbon footprint reduction due to the Project, shall accrue to the Authority
25	11.4 of Concession Agreement	**11.4 Felling of trees** The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of trees to be identified by the Authority for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Project Tunnel. The cost of such felling shall be borne by the Authority, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be owned by the Authority and shall be disposed in such manner and subject to such conditions as the Authority may in its sole discretion deem appropriate.	**11.4 Felling of trees** The Authority shall assist in obtaining permission from the state government for cutting trees, as required under the Applicable Laws identified for this purpose if and only if such trees cause a material adverse effect on the construction, operation or maintenance of the Project Tunnel. The concessionaire will execute translocation of trees using modern translocation machines namely "Tree Spade Machines" and cutting of trees is to be carried out at locations where translocation is not possible for technical reasons. The cost of such felling shall be borne by the Concessionaire under change of scope, and in the event of any delay in felling thereof for reasons beyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. For the avoidance of doubt, the Parties here to agree that the felled trees shall be deemed to be owned by the Authority.
26	12.7 of Concession Agreement	Construction of service roads by the Authority The Authority shall, at any time after the [8th (eighth)] anniversary of the Appointed Date, be entitled in its discretion to undertake at its cost, construction of service roads on the Project Tunnel in accordance with the specifications and standards applicable to other district roads (ODRs) in the State. Such construction shall be undertaken without causing undue disruption to traffic and upon its completion, the Concessionaire shall have the obligation to maintain the service roads in accordance with Good Industry Practice and regulate the use thereof in accordance	Construction of service roads by the Authority: Deleted

Sl. No	Clause No.	Existing Provision	Modified Provision
		with the provisions of this Agreement.	
27	12.8 of Concession Agreement	**12.8 Intermodal Hubs** The Concessionaire shall be responsible for the development of three Intermodal hubs as part of the Project. Refer Appendix 1 of Schedule B for details on the suggested minimum structure that has to be developed by the Concessionaire. The design proposed for the Intermodal Hubs is indicative and may be altered by the Concessionaire, but the final plan and layout must be approved by the Authority. These hubs may be further developed by the Concessionaire, with prior approvals from the Authority, to generate Ancillary Revenues. Any additional cost to this effect shall be borne by the Concessionaire separately from the Project. The permitted FSI for these land parcels shall be a maximum of 5 (excluding the underground construction) as per the State's existing laws. The same shall be revised as and when changes to the State's permissible FSI are made. All necessary clearances, licences, permits, authorisations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance towards these Ancillary Revenue Streams are to be acquired by the Concessionaire. The Concessionaire shall have 100% rights on the Ancillary Revenues from the Intermodal Hubs. The land on which the intermodal hubs are developed, including all associated structures, shall be handed over to the Authority upon the termination of the Concession Period on an as-is, where-is basis. For the construction of Intermodal Hubs, the Concessionaire may employ separate EPC contractor (s) unrelated to the Tunnel Project, without any restrictions on the size of the package of work for each EPC contractor.	**12.8 Intermodal Hubs** The Concessionaire shall be responsible for the development of three Intermodal hubs as part of the Project. **Refer Appendix 1 of Schedule B** for details on the suggested minimum structure to be developed by the Concessionaire. The design proposed for the Intermodal Hubs is indicative and may be improved by the Concessionaire. The final plan and layout must be got approved by the Authority after payment of requisite fee to the town planning department of the Authority. These hubs may be further developed by the Concessionaire, with prior approvals from the Authority, to generate Ancillary Revenues. Any additional cost to this effect shall be borne by the Concessionaire. The permitted FAR for these land parcels shall be a maximum of 5 (excluding the underground construction) as per the State's existing laws. The same shall be revised as and when changes to the State's permissible FAR are made. All necessary clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained under Applicable Laws in connection with the construction, operation and maintenance towards these Ancillary Revenue Streams are to be acquired by the Concessionaire. The Concessionaire shall have 100% rights on the Ancillary Revenues from Intermodal Hubs. The land on which the intermodal hubs are developed, including all associated structures, shall be handed over to the Authority upon the completion of the Concession Period on an as-is, where-is basis. For the construction of Intermodal Hubs, the Concessionaire may employ separate EPC contractor(s) unrelated to the Tunnel Project, without any restrictions on the size of the package of work for each EPC contractor.
28	48.1 of Concession Agreement	"Fee Rules" mean the National Highways Fee(Determination of Rates and Collection) Rules, 2008 read with National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2010 issued vide Notification No. G.S.R. 950(E) dated 03.12.2010,National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2011 issued vide Notification No. G.S.R. 15(E) dated 12.01.2011, National Highways Fee (Determination of Rates and	"Fee Rules" mean the Karnataka Road User Fee (Determination of Rates and Collection) Rules, 2013 and in supersession of the Karnataka Private Investment Project (Road toll or user fee determination of rates and collection) notification 2009 was published as required by sub-section (1) of section 72 of the Karnataka Highways Act, 1964 (Karnataka Act 44of 1964) in notification No. PWD 06 EAP 2012 P3, dated26th August, 2013, published in Part IV A of the Karnataka Gazette (Extraordinary) No. 1094 dated 27thAugust,

Sl. No	Clause No.	Existing Provision	Modified Provision
		Collection)Second Amendment Rules, 2011 issued vide Notification No. G.S.R. 756(E) dated 12.10.2011, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2013 issued vide Notification No. G.S.R. 778(E)dated 16.12.2013, National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2014 issued vide Notification No. G.S.R. 26(E) dated 16.01.2014,National Highways Fee (Determination of Rates and Collection) Second Amendment Rules, 2014 issued vide Notification No G.S.R. 831 (E) dated 21.11.2014 and National Highways Fee (Determination of Rates and Collection) Amendment Rules, 2015 issued vide Notification No. G.S.R. 220(E) dated 23.03.15, and its subsequent amendments upto the Bid Due Date;	2013 and its subsequent amendments upto the Bid Due Date;

Note: Other tender conditions not mentioned here remains the same.

Director Technical
Bengaluru Smart Infrastructure Limited

Copy Submitted to the:

1. PS to Hon'ble ACS, UDD to bring into the kind notice of Hon'ble ACS, UDD.
2. PS to Hon'ble Chairman, B-SMILE to bring into the kind notice of Hon'ble Chairman, B- SMILE.
3. PS to Hon'ble Chief Commissioner, BBMP and Managing Director (B-SMILE) to bring into the kind notice of Hon'ble Chief Commissioner, BBMP and Managing Director (B-SMILE).
4. Chief Executive Officer, B-SMILE for kind information.
5. Superintending Engineer, B-SMILE for information.
6. Project Engineer-1, B-SMILE for information and publish the same in the Display / Notice Boards.
7. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
8. I.T. Advisor with a Request to publish the same in the BBMP Website.
9. Office Copy.

Director Technical
Bengaluru Smart Infrastructure Limited